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6 UNITED STATES DISTRICT COURT
7 DISTRICT OF ARIZONA

8 U-Haul International, Inc., a Nevada
9 corporation; eMove, Inc., a Nevada
10 corporation,

11 Plaintiffs,

12 v.

13 Hire a Helper, LLC, a California limited
14 liability company; Michael Glanz and Amy
15 Glanz, husband and wife; John and Jane
16 Does I - X; ABC Partnerships I – X; XYZ
17 Corporations I – X,

18 Defendants.

STATEMENT OF FACTS
IN SUPPORT OF APPLICATION FOR
PRELIMINARY INJUNCTION ORDER

(ORAL ARGUMENT REQUESTED)

16 STATEMENT OF FACTS

17 1. Defendant Michael Glanz first submitted an application to become an
18 eMove “Moving Helper®” within Plaintiff eMove’s “Moving Helper® MarketPlace” at
19 www.emove.com on or about July 20, 2005. He was accepted and activated as an eMove
20 “Moving Helper®” on or about July 21, 2005 and de-activated December 16, 2005. (See
21 ¶ 24 of Plaintiffs’ Complaint; See Affidavit of Brian Coxson dated July 3, 2008, Exhibit
22 A, ¶ 7.)

23 2. In his application to become an eMove “Moving Helper®”, Defendant
24 Michael Glanz agreed to be bound to certain terms and conditions regarding the use of
25 Plaintiff eMove’s “Moving Help® MarketPlace.” (See Exhibit A, ¶ 8 and Plaintiff’s
26

1 “Moving Help® – Moving Helper® Agreement”, a true and complete copy in effect on
2 or about July 21, 2005, attached hereto as Exhibit B.)

3 3. For approximately five months between July 21, 2005 and December 16,
4 2005, Defendant Michael Glanz was provided 27 opportunities for moving jobs through
5 eMove’s “Moving Helper® MarketPlace.” Of the 27 jobs offered, Defendant Glanz
6 declined 23 and accepted four.¹ Of the four that were accepted, he completed one. This
7 rate of non-performance is extremely unusual within the industry, establishes opportunity
8 and suggests malevolent use by Defendant Glanz of the “Moving Helper® MarketPlace”
9 site. (See Affidavit of Brian Coxson, Exhibit A, ¶ 9.)

10 4. During the period that Defendant Michael Glanz was activated as a
11 “Moving Helper®”, he had access, under specific terms and conditions, to Plaintiff
12 eMove’s confidential information or trade secrets including, but not limited to, Plaintiff
13 eMove’s business practices, object codes, business operations, capabilities, systems,
14 strategies, marketing information, software technologies, processes, procedures, methods
15 and applications belonging to Plaintiff eMove. (See Paragraph 26, of eMove’s Moving
16 Helper® Agreement, Exhibit B, Affidavit of Brian Coxson, Exhibit A, ¶ 10 and Sealed
17 Records, Exhibit C to be submitted pursuant to order of the Court on Motion to Seal
18 Records filed simultaneously with Application for Preliminary Injunction.)

19 5. Approximately six months after Defendant Glanz’ deactivation as a
20 “Moving Helper®” on December 16, 2005, Defendant Hire a Helper, L.L.C. was
21 incorporated under the laws of the State of California on or about July 25, 2006. (See
22 Exhibit A, ¶ 11 and ¶ 26 of Plaintiffs’ Complaint).

23 6. Defendant Hire a Helper, LLC went live on the internet at
24 www.HireAHelper.com in approximately July, 2007. (See Exhibit A, ¶ 12 and ¶ 26 of
25

26 ¹ Of the four that were accepted, three were cancelled by either the customer or Glanz. Affidavit of Brian
Coxson, Exhibit A.

1 Plaintiffs' Complaint.)

2 7. On or about May 5, 2007, approximately two months before going live with
3 www.hireahelper.com, Defendant Michael Glanz posted a blog on the internet at
4 <http://blog.hireahelper.com/2007/05/05/how-bad-design-increases-business/>. (See
5 Exhibit A, ¶ 13; also see print out attached as Exhibit D). In this blog, Defendant
6 Michael Glanz praises the web page design created by eMove. According to Defendant
7 Glanz, he is looking for a web design that will capture, convert and retain customers

8 8. Plaintiffs own and/or are the exclusive licensees of the marks "Moving
9 Help®" and "Moving Helper®". The creation and/or first publication of Plaintiff
10 eMove's website on or about January 1, 2004, subsequent update versions in August,
11 2005 and the continuous use and/or registration of Plaintiffs' service marks, trade names,
12 trade dress, designs, architecture, structure, sequence, organization, and user interface and
13 function and use of other intellectual property belonging to Plaintiffs occurred prior to
14 Defendants' first use of these marks, terms, concepts, expressions and designs in
15 approximately July, 2007. (See Exhibit A, ¶ 14 and ¶ 14 of Plaintiffs' Complaint.)

16 9. Defendant Michael Glanz' use of eMove's "Moving Help® MarketPlace"
17 website and agreement as a "Moving Helper®" to the terms and conditions set forth in
18 the Moving Help® - Moving Helper® Agreement on or about July 21, 2005 occurred
19 prior to Defendant Glanz' incorporation of Defendant Hire a Helper, L.L.C. on or about
20 July 25, 2006. (See Exhibit A, ¶ 15 and ¶ 25 of Plaintiffs' Complaint.)

21 10. Defendant Michael Glanz' use of eMove's "Moving Help® MarketPlace"
22 website and agreement as a "Moving Helper®" to the terms and conditions set forth in
23 the Moving Help® - Moving Helper® Agreement on or about July 21, 2005 occurred
24 prior to Defendant Hire a Helper's first use of these terms, concepts and designs in its
25 website on or about July, 2007. (See Exhibit A, ¶ 16 and ¶ 25 of Plaintiffs' Complaint.)
26

COPYRIGHT ARCHITECTURE AND DESIGN; TRADE DRESS;
UNFAIR COMPETITION; PLAINTIFFS' DIRIVITIVE WORK

The "Moving Help® MarketPlace" and Hire a Helper's Moving
Help Websites Compared

eMove's Website

11. Plaintiff eMove's "Moving Help®MarketPlace" site at movinghelp.emove.com went live January 1, 2004. This website functions as a neutral venue and digital clearinghouse for connection between persons who wish to act as service providers (also known as "Moving Helpers®" and customers. Plaintiff eMove and its "Moving Help® MarketPlace" site provides the customer with the names, prices and customer reviews of persons who have signed up as "Moving Helpers®." The "Moving Helper®" selected by the customer provides moving services to the customer. Services providers sign up within Plaintiff eMove's "Moving Help® MarketPlace" and agree to act as "Moving Helpers®." (See Exhibit A, ¶ 17 and ¶¶ 16, 17, 20 of Plaintiffs' Complaint. See also 2005 emove website printout, Exhibit E.

The Design & Architecture of "Moving Help® MarketPlace" Website

12. Entering the eMove website, the user is given a selection of products and services including moving trucks and supplies, storage and moving assistance. Selecting the "Moving Help®" link brings the user to the web page designed for locating moving assistance. (1-2-3 Search, Connect, Move). The consumer enters the date(s) and locations of his move by zip code and clicks on "Find Helpers." A list of "Moving Helpers®", together with their addresses, hourly rates and customer reviews appears. The consumer makes his selection and the Moving Helper® is contacted. The selected Moving Helper® is required to make contact with the consumer within 24 hours. (See Exhibit A, ¶ 18 and Exhibit E.

13. Each link within the eMove website provides additional links for the

1 “Home Page”, “Frequently Asked Questions” and “Cancellations and Refunds.” Click
 2 on the “Frequently Asked Questions” and areas of interest appear including “General
 3 Questions”, “Filling Out an Order,” “About Moving Helpers®” and “Payments, Changes
 4 and Cancellations”. Some of these questions include:

5 ***How does Moving Help work?***

6 ***1. The customer chooses Moving Helpers by comparing***
 7 ***prices and other customers’ reviews and places a request for***
 8 ***help.***

9 ***2. You have 24 hours to accept the work. Once you***
 10 ***accept the lead, the customer is charged and you are “pre-***
 11 ***paid” for the work!***

12 ***3. You complete the work. Contact the customer, work***
 13 ***out the details and get the job done. The customer will then***
 14 ***give you the payment code.***

15 ***4. You get paid. Come back to the Moving Help***
 16 ***Website, enter the payment code and get paid immediately.***

17 See and compare printout of eMove’s Moving Help® Marketplace at
 18 https://movinghelp.emove.com/sp/signup_default.aspx, and Exhibit E with Get Started
 19 as a Helper at <http://www.hireahelper.com/signup> and printout attached as Exhibit F.²
 20 (See also Affidavit of Brian Coxson, Exhibit A, ¶ 19.)

21 14. Plaintiff eMove’s website markets a 1-2-3 step - fast and easy method for
 22 utilizing Plaintiff eMove’s services. This 1-2-3 step process is an effective confluence of
 23 three elements: character depictions of the step by step process, a step numbering
 24 sequence and narrative. The “first” step is to “search” and “select” a “Moving Helper®”
 25 illustrated by a character depicting a person sitting at a computer. (See
 26 www.emove.com/movinghelp, 2005 website printout, Exhibit E). The “second” step is
 to request help and “get an answer within 24 hours.” During this connection with the

² Hire a Helper website as copied from eMove and as it existed on or about 11/16/07 is marked as Exhibit F1 and most recent version dated 7/8/08 is marked as Exhibit F2 and is collectively referred to as Exhibit F.

1 “Moving Helper®”, it is explained that the customer and “Moving Helper®” will
2 “discuss the details” of the job. This second step is illustrated by two characters depicted
3 talking on the telephone. The “third” step is completion of the work and instructions to
4 provide the “Moving Helper®” a preauthorized payment code which will then be used by
5 the “Moving Helper®” to redeem payment from eMove. (See
6 www.emove.com/movinghelp 2005 website printout, Exhibit E and Affidavit of Brian
7 Coxson, Exhibit A, ¶ 20.)

8 Defendant Hire a Helper’s Website

9 15. Defendant Hire a Helper’s website www.hireahelper.com went live in July,
10 2007. It also functions as a neutral venue and clearinghouse for connection between
11 persons who wish to act as service providers (also called “Helpers” or “Moving Helpers”)
12 and customers. (See www.hireahelper.com, Exhibit F and Affidavit of Brian Coxson,
13 Exhibit A, ¶ 21.)

14 16. Like the eMove website, Defendant Hire a Helper’s “Moving Help” site
15 gives the customer the names, prices and customer reviews of persons signed up as
16 moving “Helpers.” The “Moving Helper” selected by the customer provides moving
17 services to the customer. Defendant Hire a Helper’s “Moving Help” link invites service
18 providers to sign up to provide “Moving Help” and act as a “moving helper”. (See and
19 compare 2005 www.emove.com/movinghelp with www.hireahelper.com/moving-help
20 and printouts attached as Exhibits E & F.) This is identical to eMove’s site. (See
21 Affidavit of Brian Coxson, Exhibit A, ¶ 22.)

22 17. Defendant Hire a Helper’s “Hire a Helper” website also contains a sublink
23 entitled “Moving Help”. (See www.hireahelper.com/moving-help, Exhibit F and
24 Affidavit of Brian Coxson, Exhibit A, ¶ 23.)

25 18. Entering the Hire a Helper “Moving Help” site, the user is given a
26 selection of products and services including “moving help”, cleaning help, lawn help and

1 day labor help. This page illustrates the same 1-2-3 step process (1-2-3 Search, Contact,
2 Pay) utilized by eMove. Clicking on to the “Moving Help” link within Hire a Helper
3 brings the user to the web page designed for locating moving assistance. (1-2-3 Search,
4 Contact, Pay). The consumer enters the date(s) and locations of his move by zip code.
5 As with the eMove site, a list of “moving helpers”, together with their addresses, hourly
6 rates and customer reviews appears. As with the eMove site, the consumer makes his
7 selection and the “Moving Helper” is contacted. The selected moving helper is required
8 to make contact with the consumer within 24 hours. (See Affidavit of Brian Coxson,
9 Exhibit A, ¶ 24.)

10 19. Defendant Hire a Helper’s website at the “Moving Helper” link is virtually
11 identical in architecture, design and dress. (See www.hireahelper.com/moving-help and
12 attached print outs marked as Exhibit F.) Like the eMove site, the www.hireahelper.com
13 “Moving Helper” link is characterized by the same “1-2-3” step design (“Search,
14 Compare, Save”/“Search, Contact, Pay”). The “first” step (“search”) is illustrated by a
15 person sitting at a computer “searching” for and “selecting” the helper. The “second”
16 step (“contact”) is illustrated as the contact connection. Like the eMove site, the
17 customer is told that once he selects the “moving helper”, he will make contact within 24
18 hours to discuss the details of the job. The “third” step (“pay”) is providing the “moving
19 helper” with the pre-authorized payment code. The customer is directed to give the
20 mover the pre-authorized payment code which will then authorize the release of funds to
21 the mover. See Affidavit of Brian Coxson, Exhibit A, ¶ 25 and
22 www.hireahelper.com/moving-help and attached printouts marked as Exhibit F.)

23 20. Just like eMove’s section entitled “How Does It Work?”, Hire a Helper
24 asks and answers the same questions:

25 **How does it work?**

26 1. Customers Search for Helpers: Customers

1 compare Helper rankings and select customers'
2 reviews.

3 2. Customer Requests Job: You will receive an e-
4 mail to alert you of a job request.

5 3. Customer Pays You With an Authorization
6 Code: The customer will give you an authorization code
7 when the job is complete.

8 4. Get Paid: Enter your authorization code and
9 HireAHelper will direct deposit the funds (minus 15%
10 HireAHelper service charge) into your bank account.
11 You also have the option to receive a check in the mail
12 if you prefer.

13 See and compare eMove's Moving Help® Marketplace at

14 https://movinghelp.emove.com/sp/signup_default.aspx and 2005 website printouts with

15 Get Started as a Helper at <http://www.hireahelper.com/signup> and printouts at Exhibit F.

16 (See also Affidavit of Brian Coxson, Exhibit A, ¶ 26.)

17 21. Copying eMove's organization and design, Hire a Helper also has a link
18 for "Frequently Asked Questions." See and compare www.emove.com/pop_faq.aspx,
19 www.emove.com/sp/signup_default.aspx and printouts at Exhibit E, with
20 www.hireahelper.com/faqs and www.hireahelper.com/signup and printouts at Exhibit F.

21 The following questions are examples of eMove's "frequently asked questions"
22 garnered by eMove after years of business interaction with the customer and questions
23 "developed" by Hire a Helper after accessing eMove's website:

eMove About Moving Helpers.	Hire A Helper
Who is a Moving Helper?	Who are Helpers?
Placing your Moving Helper® order.	How do I place an order?
What if I do not hear from the Moving Helper after my order is placed?	What if the Helper accepts my order, but does not show up?

What happens if a Moving Helper damages my goods during the move?

What do I do if a Helper damages my property during a job?

Are Moving Helpers bonded or insured?

Are Helpers bonded and/or insured?

Payments, charges and cancellations

What is a Payment code?

What is an authorization code?

What if I misplace or lose the Payment code?

What if I lose or misplace the authorization code?

How do I make changes to my Moving Help order?

How do I make changes to my job order?

How do I cancel my Moving Help order?

Can I cancel my order after it's been accepted?

See and compare eMove's Moving Help® Marketplace at

https://movinghelp.emove.com/sp/signup_default.aspx with Get Started as a Helper at <http://www.hireahelper.com/signup>. (See also printouts at Exhibits E and F.)

The questions asked (and even the answers provided) are virtually identical.

Defendants may have moved eMove's words and sections of its work within the Hire a Helper website, but the organization, structure and design are so strikingly similar that once a user has navigated one site, he can predict both the organization and content of the competitor's site. (See Affidavit of Brian Coxson, Exhibit A, ¶ 27.)

See also and compare:

How does Moving Help® work?

1. The customer chooses Moving Helpers by comparing prices and other customers' reviews and places a request for help.

2. You have 24 hours to accept the work. Once you accept the lead, the customer is charged and you are "pre-paid" for the work!

3. You complete the work. Contact the customer, work out the details and get the job done. The customer will then give you the payment code.

1 **4. You get paid. Come back to the Moving Help**
2 **Website, enter the payment code and get paid immediately.**

3 How does it work?

- 4 1. Customers Search for Helpers: Customers compare
5 Helper rankings and select customers' reviews.
6 2. Customer Requests Job: You will receive an e-mail to
7 alert you of a job request.
8 3. Customer Pays You With an Authorization Code: The
9 customer will give you an authorization code when the job is
10 complete.
11 4. Get Paid: Enter your authorization code and
12 HireAHelper will direct deposit the funds (minus 15%
13 HireAHelper service charge) into your bank account. You
14 also have the option to receive a check in the mail if you
15 prefer.

16 See eMove's Moving Help® Marketplace at

17 https://movinghelp.emove.com/sp/signup_default.aspx with Get Started as a Helper at
18 <http://www.hireahelper.com/signup>. (See also printouts at Exhibits E and F.)

19 **TRADENAME INFRINGEMENT & UNFAIR COMPETITION**
20 **Facts Relevant to Defendants' Use of e-Move® Trademarks "Moving**
21 **Help®" and "Moving Helper®"**

22 22. Plaintiffs U-Haul International and eMove's trade marks and/or other
23 registered marks and names including "Moving Help®", "Moving Helper®", and the
24 "Moving Help® MarketPlace" are service marks used in commercial sales and
25 advertising of Plaintiff eMove's services. (See ¶ 23 of Plaintiffs' Complaint.) One or
26 more of these trademarks have been used by Plaintiff eMove to distinguish itself from the
services and products of others since at least 2002. The trademark "Moving Help®" was
first used in commerce by Plaintiff eMove beginning on May 3, 2002 and filed and
registered by Plaintiff U-Haul International on November 16, 2004. (See ¶ 11 of
Plaintiffs' Complaint.) The trademark "Moving Helper®" was first used in commerce by

1 Plaintiff eMove beginning on January 1, 2004 and filed and registered by Plaintiff U-
2 Haul International on October 19, 2005 and October 30, 2007. (See ¶ 12 of Plaintiffs'
3 Complaint;) (See also Affidavit of Brian Coxson, Exhibit A, ¶ 28.)

4 23. Defendant Hire a Helper's website and sublink entitled "Moving Help",
5 advertises the sale of its services for "Moving Help", and instructs the customer on how
6 to search for local "Moving Help". The Hire a Helper website advertises that after
7 selection, the "Moving Helper" will contact the customer to discuss the details of the
8 move. Defendant Hire a Helper uses the registered marks "Moving Help" and/or
9 "Moving Helper" repeatedly in the context of the advertising and/or sale of its services
10 located at www.hireahelper.com. (See Affidavit of Brian Coxson, Exhibit A, ¶ 29.)

11 24. As explained earlier, Plaintiff eMove is the first company to utilize the
12 concept of an internet based neutral venue for connecting or matching consumers
13 looking for moving assistance ("Moving Help®") with independent contractors who are
14 looking for moving customers and wish to act as "Moving Helpers®". The eMove
15 website and "Moving Help®MarketPlace" within eMove's website contain buried or
16 hidden codes utilizing the trademarks "Moving Help®" and "Moving Helper®". These
17 codes are also known as "metatags" or the "HTML" codes. Metatags or HTML codes
18 are not visible to the web user. However, they are used and therefore identified by search
19 engines in determining which sites correspond to keywords used or entered by a web
20 user. (See Affidavit of Brian Coxson, Exhibit A, ¶ 30.)

21 25. Defendant Hire a Helper, LLC's website at www.hireahelper.com also
22 contains similar metatags or html codes not readily visible to the consumer. Defendant
23 Hire a Helper, LLC's metatags or html code contain, among others, the keyword
24 "Moving Help®". (See Defendant Hire a Helper, LLC's website at
25 www.hireahelper.com and printouts at Exhibit F.) This means that if a consumer enters
26 the search word "Moving Help®" intending to reach eMove's "Moving Help®"

1 MarketPlace”, search engines will pull up not only eMove’s “Moving Help®
 2 MarketPlace” within the Moving Help® subdomain, but will also identify and locate
 3 Defendant Hire a Helper’s website at www.hireahelper.com. (See Affidavit of Brian
 4 Coxson, Exhibit A, ¶ 31 and Exhibit F.)

5
 6 BREACH OF CONTRACT; TRADE SECRETS
 7 AND UNFAIR COMPETITION

8 Facts Relevant to Defendants Glanz’ Breach of Contract and
 9 Theft of Trade Secrets

10 26. Defendant Michael Glanz first submitted an application to become an
 11 eMove “Moving Helper®” within Plaintiff eMove’s “Moving Helper® MarketPlace” at
 12 www.emove.com on or about July 20, 2005. Defendant Glanz was accepted and
 13 activated as an eMove “Moving Helper®” on or about July 21, 2005. (See ¶ 24 of
 14 Plaintiffs’ Complaint and Affidavit of Brian Coxson, Exhibit A, ¶ 7.)

15 27. In his application to become an eMove “Moving Helper®”, Defendant
 16 Michael Glanz agreed to be bound to certain terms and conditions regarding the use of
 17 Plaintiff eMove’s “Moving Help® MarketPlace.” (See Plaintiff’s “Moving Help® –
 18 Moving Helper® Agreement”, a true and complete copy in effect on or about July 21,
 19 2005, attached as Exhibit B.) Defendant Glanz’ obligations and Plaintiffs’ proprietary
 20 interests and rights in the eMove “Moving Help® MarketPlace” website, including the
 21 names, marks and other intellectual property contained in the eMove website, are
 22 expressly set forth therein. (See Affidavit of Brian Coxson, Exhibit A, ¶ 8.)

23 28. The Contract states in pertinent part:

24 **Confidentiality/Non-Disclosure:** As a result of the
 25 performance of this Agreement and whether due to any
 26 intentional or negligent act or omission, We may disclose to
 You or You may otherwise learn of or discover, Our
 documents, business practices, object code, source code,
 management styles, day-to-day business operations,

1 capabilities, systems, current and future strategies, marketing
 2 information, financial information, software technologies,
 3 processes, procedures, methods and applications, or other
 4 aspects of Our business ("Our Information"). **You hereby**
 5 **agree and acknowledge that any and all of our**
 6 **information is confidential and shall be Our sole and**
 7 **exclusive intellectual property and proprietary**
 8 **information. You agree to use Our Information only for**
 9 **the specific purposes as allowed by the performance of**
 10 **this Agreement. Any disclosure of Our Information to a**
 11 **third party specifically including a direct competitor is**
 12 **strictly prohibited and will be vigorously challenged in a**
 13 **court of law.** All obligations contained herein shall survive
 14 the termination of this Agreement.

15 Furthermore, **You acknowledge that Our Information is**
 16 **proprietary, confidential and extremely valuable to Us,**
 17 **and that We would be materially damaged by Your**
 18 **disclosure of Our Information.** You acknowledge and agree
 19 that monetary damages provide an insufficient remedy for the
 20 breach of this confidentiality obligation, and that We shall be
 21 entitled to injunctive relief.

22 **Protection of Intellectual Property Content:** The Moving
 23 Help® MarketPlace contains copyrighted material,
 24 inventions, know how, potential patentable business method
 25 material, design logos, phrases, names, logos or HTML Code
 26 ("Intellectual Property Content") all of which, unless
 otherwise indicated and/or provided pursuant to a third party
 license, are **Our sole property and We retain all**
appurtenant rights, interests and title thereto. We also
claim ownership rights under the copyright and
trademark laws with regard to the "look", "feel",
"appearance" and "graphic function" of this Moving
Help® MarketPlace including but not limited to its color
combinations, sound, layouts and designs. You agree and
acknowledge that Your use of this Moving Help®
MarketPlace does not confer upon You any license or
permission to use Our (or any third party's) Intellectual
Property Content. You shall not reproduce, modify,
display, sell or distribute the Intellectual Property
Content, or use it in any other way for public or
commercial purpose. All other trademarks, service marks
 and copyrights are held by their rightful owners.

Trademark and Domain Name Protection: The Moving
 Help® MarketPlace contains trademarks, tradenames, trade
 dress, service marks, domain names or other indicia or
 ownership (collectively the "Marks") owned or licensed for
 use by Us. Unless otherwise agreed to in an Addendum to
 this Agreement, You agree that no right, property, license,
 permission or interest of any kind in or to the Marks is or is

intended to be given or transferred to or acquired by You pursuant to the execution, performance or non-performance of this Agreement or any part thereof. **You shall in no way contest or deny the validity of, Our right of title to or license of use for, the Marks, and You shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Agreement and thereafter.** You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. **You shall not use or register any domain name that is identical to or similar to any of the Marks.**

(Emphasis added. See ¶ 25 of Plaintiffs' Complaint and Moving Helper® Agreement Exhibit B hereto.)

EVIDENCE OF INTENT TO INFRINGE, MISAPPROPRIATE AND ENGAGE IN UNFAIR COMPETITION

Facts Relevant to Defendants Glanz and Hire a Helper's Intent to Infringe and/or Misappropriate

29. As set forth above, Defendant Michael Glanz first submitted an application to become an eMove "Moving Helper®" within Plaintiff eMove's "Moving Helper® Marketplace" at www.emove.com on or about July 20, 2005. Defendant Glanz was accepted and activated as an eMove "Moving Helper" on or about July 21, 2005. He was de-activated as a "Moving Helper®" on December 16, 2005. *Id.* For approximately five months between July 21, 2005 and December 16, 2005, Defendant Michael Glanz accessed eMove's website and was contacted by customers through eMove's "Moving Helper® Marketplace" for at least 27 jobs. He declined 23 and accepted four. Defendant Michael Glanz incorporated Defendant Hire a Helper and/or Defendant Hire a Helper was incorporated on or about July 25, 2006. In July, 2007, Defendant Hire a Helper went live at www.hireahelper.com. (See Affidavit of Brian Coxson, Exhibit A, ¶¶ 7, 9, 11 & 12.) Two months earlier, Defendant Glanz posted a blog on the internet praising eMove's website design. According to Defendant Glanz, he was looking for a website design that would capture, convert and retain customers. (See

1 <http://blog.hireahelper.com/2007/05/05/how-bad-design-increases-business/>; See also
2 print out attached hereto as Exhibit D and Affidavit of Brian Coxson, Exhibit A, ¶ 13.)

3
4 RESPECTFULLY SUBMITTED this 10th day of July, 2008.

5 BROENING OBERG WOODS & WILSON, P.C.

6 By s/s Donald Wilson, Jr.
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